

00-R-0750

(Do Not Write Above This Line)

A RESOLUTION BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY FOR THE CONSTRUCTION OF THE PEDESTRIAN WALKWAY AT THE BUCKHEAD RAIL TRANSIT STATION AND FOR OTHER PURPOSES

ADOPTED BY
JUN 19 2000
COUNCIL

solakovic

- ☐ CONSENT REFER
- ☐ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☐ PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred to _____

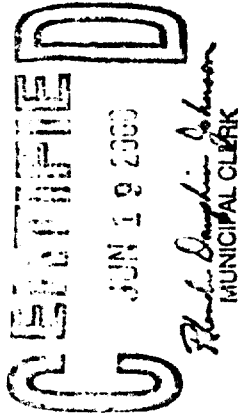
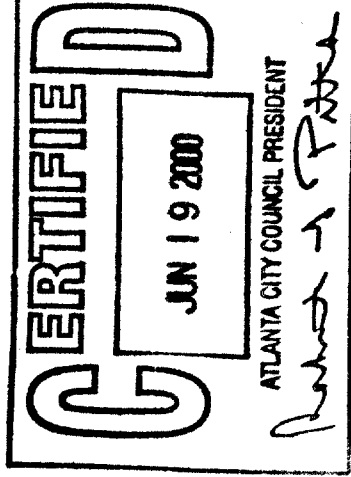
Committee <i>Transportation</i>	Committee
Date <i>5-31-00</i>	Date
Chair	Chair
Action:	Action:
Fav, Adv, Hold (see rev. side)	Fav, Adv, Hold (see rev. side)
Other:	Other:
Members	Members
Refer To	Refer To

Committee <i>Transportation</i>	Committee
Date <i>6-19-00</i>	Date
Chair <i>W. R. ...</i>	Chair
Action:	Action:
Fav, Adv, Hold (see rev. side)	Fav, Adv, Hold (see rev. side)
Other:	Other:
Members <i>W. R. ...</i>	Members
Refer To	Refer To

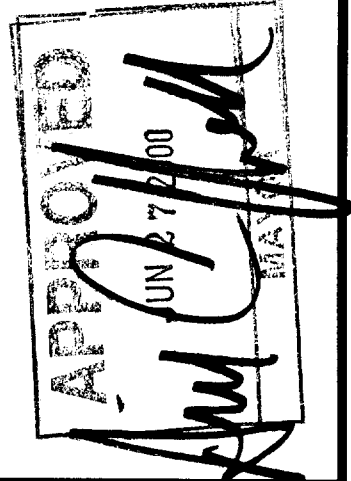
FINAL COUNCIL ACTION

- ☐ 2nd ☐ 1st & 2nd ☐ 3rd
- ☒ Consent ☐ V Vote ☐ RC Vote

CERTIFIED



MAYOR'S ACTION





CITY COUNCIL
ATLANTA, GEORGIA

A SUBSTITUTE RESOLUTION BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY FOR THE PURPOSE OF UNDERTAKING THE DESIGN AND CONSTRUCTION OF A PEDESTRIAN WALKWAY AT THE BUCKHEAD RAIL TRANSIT STATION BY COMMITTING CERTAIN FUNDS TO BE MATCHED BY FEDERAL FUNDS AND FOR OTHER PURPOSES.

WHEREAS, the creation of new structures which will encourage pedestrian access and the use of rapid transit in densely developed areas are a part of the City's and the region's long term goal for increasing air quality and reducing automobile traffic; and

WHEREAS, the City has proposed that a pedestrian walkway be built connecting certain properties within the City on the easterly side of Georgia State Route No. 400 with certain properties on the westerly side thereof; and

WHEREAS, the proposed walkway will pass across and over the Metropolitan Atlanta Rapid Transit Authority ("MARTA") Buckhead Rail Transit Station (the "Buckhead Station"); and

WHEREAS, the construction of the proposed walkway and of an entrance from it into the Buckhead Station will benefit both parties; and

WHEREAS, funding from the Federal Transit Administration, U.S. Department of Transportation to be administered by the Atlanta Regional Commission has been made available for such purposes in a program which matches each dollar of local funding with four dollars of additional funding; and

WHEREAS, the attached Memorandum of Understanding allows the City to combine the committed impact fees with a matching contribution from MARTA in order to achieve an ever greater leverage of local matching funds; and

WHEREAS, the City and MARTA are desirous of entering into a Memorandum Of Understanding for the purpose of allocating responsibility for the cost of designing and constructing the proposed walkway; and

WHEREAS, ordinance number 97-O-0822 was adopted by the Council of the City of Atlanta, Georgia on July 7, 1997, and approved by the Mayor of the City of Atlanta on July 15, 1997, and committed \$700,000 in development impact fees held in the reserves in the General Government Capital Outlay Fund for the



purpose of providing matching funds for the construction of the Buckhead Pedestrian Bridge; and

WHEREAS, if the design study indicates that cost to the City will be greater than that provided in the Memorandum of Understanding, the City has the option to withdraw from the Project after the expenditure of \$285,000 since this approved cost may not be exceeded unless both parties approve the increased commitment of funds; and

WHEREAS the Memorandum of Understanding has been submitted to MARTA for adoption by the MARTA Board in the form attached with the understanding that the City does not expect to increase its commitments above that contained in the Memorandum of Understanding.

THEREFORE IT IS RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor is hereby authorized to enter into a Memorandum Of Understanding with The Metropolitan Atlanta Rapid Transit Authority for the construction of the Pedestrian Walkway at the Buckhead Rail Transit Station which does not materially increase the obligations of the City from those set forth in the attached document.

A true copy,

Deputy Clerk

ADOPTED by the City Council
APPROVED by the Mayor

JUNE 19, 2000
June 27, 2000



MEMORANDUM OF UNDERSTANDING

Pedestrian Walkway

Buckhead Rail Transit Station

THIS AGREEMENT, made and entered into as of this _____ day of _____, 2000, by and between the **Metropolitan Atlanta Rapid Transit Authority**, a public body corporate under the laws of the State of Georgia, hereinafter called and referred to as MARTA, and **the City of Atlanta**, a body corporate and politic under the laws of the State of Georgia, hereinafter called and referred to as the City.

WHEREAS, the City has proposed that a pedestrian walkway be built connecting certain properties within the City on the easterly side of Georgia State Route No. 400 with certain properties on the westerly side thereof; and

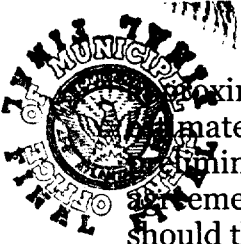
WHEREAS, the proposed walkway will pass across and over MARTA's Buckhead Rail Transit Station (the "Buckhead Station"); and

WHEREAS, the construction of the proposed walkway and of an entrance from it into the the Buckhead Station will benefit both parties.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and undertakings hereinafter set forth, and of other valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, that they have agreed and do hereby agree as follows:

SECTION 1: The Buckhead Station pedestrian walkway is hereinafter called and referred to as the "Project." The Project which is the subject of this Agreement is shown on a drawing titled Buckhead Station, North Concourse with Pedestrian Bridge, dated June 22, 1999, a copy of which is attached hereto and by this reference made a part hereof (the "Working Design"). MARTA, subject to the terms and conditions of this Agreement, shall design and build the Project. MARTA and the City shall each be responsible for one-half of the actual and reasonable costs of designing and building the Project, except as otherwise provided in Sections 2 and 3 below. The City's portion committed to the design phase of this Project by this Agreement shall not exceed \$285,000. Neither party may exceed the approved cost unless both parties approve the increased commitment of funds. MARTA shall bill the City for the portion of the Project costs which it incurs under this Agreement and the City shall not be obligated to pay any funds to MARTA under this Agreement until MARTA has paid such costs to third parties employed in the design phase of this Project.

SECTION 2: The cost of designing and building the Project is estimated to be



approximately \$16,650,000 and both Parties understand and agree that an accurate estimate of the cost of a project of such scope cannot be undertaken without significant preliminary design and other types of study. Prior to the approval and execution of other agreements concerning the Project, either Party may elect to withdraw from this Agreement should the Project cost be reasonably estimated to exceed \$16,650,000.

SECTION 3: The parties recognize that design and construction of the Project is financed in large part by means of financial assistance from the Federal Transit Administration, U.S. Department of Transportation and agree that the Project is to be designed and built in phases, according to the availability of funds obtained through such grants. MARTA agrees to apply for all such grants as are or may become available for the funding of the Project. Each party agrees to be responsible for one-half of the local share of funds required to be contributed to the total cost of the Project in order to obtain any such grants. All grant applications shall be for a design approved by both parties and within the cost parameters generated by the preliminary design and study which is the subject of this Agreement. If no grants sufficient to fund the Project are obtained, this agreement shall lapse and be of no further force and effect. MARTA shall have no obligations to begin construction work until legally valid and binding commitments of funding have been obtained that are sufficient to ensure completion of the whole of the Project, provided however, that when legally valid and binding commitments of funding have been obtained and all easement and real estate commitments and interests have been obtained as provided in Section 4 that MARTA will begin construction in a timely manner so that no funding commitment shall be allowed to lapse because of MARTA's failure to begin construction. All such funding commitments shall provide that they are for the benefit of MARTA, as well as that of the City or of other parties, and that MARTA shall have the right to enforce them directly

SECTION 4: According to the Working Design, the scope of the Project anticipates that certain easements and other interests in real property be obtained for certain portions of the right of way of the Project that are currently in hands of persons not parties to this Agreement. Neither party shall have an obligation to enter into other agreements concerning the Project or to begin work pursuant to such other agreements, if entered into, whether for design, (other than the design work specified in this Agreement), construction, or other work on the Project, or to incur any expense with respect thereto, unless and until legally valid easements or other interests in real property have been obtained that are sufficient to ensure completion of the whole of the Project pursuant to the design agreed to by the parties. All such easements, or other property interests, shall provide that they are for the benefit of MARTA, as well as that of the City or of other parties, and that MARTA shall have the right to enforce them directly. That part of the Project which is constructed across and over the Buckhead Station shall be subject to an easement for the public to traverse through, over, and along it and shall include an easement in favor of the City to traverse through, over, and along it to maintain and repair its portion of the Project. MARTA's agreement to provide easements for the public and the City to pass and repass through, across and over all parts of the Project owned by it, shall survive this Agreement.



MARTA shall not deny access by the public or the City to any part of the Project owned by and subject to this easement except when necessary for maintenance and repair. MARTA agrees that should it become necessary to restrict access by the public or the City to any part of the Project subject to this easement, for reason of maintenance and repair, that such maintenance and repair shall be accomplished in a timely manner. MARTA shall have easements of access for its employees and passengers to pass and repass through, across, and over all parts of the walkway Project.

SECTION 5: The City shall cooperate fully in the design and construction of the Project, and shall give MARTA all practicable assistance that MARTA requests. The City shall during the design phase, and after fifteen (15) days notice from MARTA that such information is required, provide to MARTA, such information about any agreement between the City and the Georgia Power Company, or such entity designated by the City, for the provision of lighting for the Projects which is necessary for MARTA to complete the design phase of the Project. The City shall during the design phase, and after fifteen (15) days notice from MARTA that such information is required, provide to MARTA, such information about the location and other specifications of fire hydrants, standpipes or other fire fighting equipment which is necessary for MARTA to complete the design phase of the Project.

SECTION 7: MARTA shall require all of its contractors building the Project or parts thereof to give the performance and payment bonds required by O.C.G.A., §. 13-10-1, and shall require that such bonds shall name both MARTA and the City as co-obligees. The City shall not require MARTA or its contractors or subcontractors building the Project obtain a land disturbance bond as required by City Code § 74-71, but MARTA shall provide a plan to the commissioner of public works which meets the requirements of City Code § 74-43. The City shall issue all construction permits that comply with the requirements of the City Code without cost to MARTA.

SECTION 8: The City and MARTA herein designates a representative with whom the other party shall deal with respect to all matters concerning the Project of this agreement and agrees that these representatives shall be available to the other party at all reasonable times. These representatives and their addresses and telephone numbers may be changed from time to time by written notice be sent by certified mail, return receipt requested.

City of Atlanta: Commissioner Michael Dobbins c/o Harry Boxler
City of Atlanta
Department of Planning, Development & Neighborhood Conservation
55 Trinity Street, S.W., Suite 1450
Atlanta, Georgia 30335

404 330 6911



Eugene Baethke, AIA
Project Manager
Metropolitan Atlanta Rapid Transit Authority
2424 Piedmont Road
Atlanta, Georgia 30324

404 848 5034

SECTION 9: Upon the opening of the Project for public use, that part of the Project which passes across and over MARTA's Buckhead Station, together with the entrance from it into the said station, shall thereafter be the property of MARTA. At all times after the opening of the Project for public use MARTA shall own, maintain, and repair this part of the Project, including the connection of MARTA's portion of the Project to the portion of the Project owned by the City or other parties. MARTA shall have no further responsibility for any other part of the Project.

SECTION 10: Prior to the opening of the Project for public use, the City and MARTA shall allocate the responsibility for police and fire services to the Project.

SECTION 11: Prior to the opening of the Project for public, the City and other parties with ownership interest in real property subject to any easement under this Agreement (the "Other Owners") shall allocate the responsibility for providing and/or paying the cost for janitorial services, customary and necessary to provide cleaning, sweeping, and trash removal for that part of the Project not owned by MARTA. Should such agreement to allocate the responsibility and cost for janitorial services not be reached, the terms of Section 7 shall limit MARTA's responsibility to that part of the Project which it owns.

SECTION 12: Prior to the opening of the Project for public use, MARTA, the City and the Other Owners shall allocate the responsibility for paying the cost of any electricity, gas or water for that part of the Project not owned by MARTA. Should such agreement to allocate the responsibility for the cost of electricity, gas or water not be reached, the terms of Section 7 shall limit MARTA's responsibility to that part of the Project which it owns.

SECTION 13: This Agreement, including the exhibits and attachments hereto and any other document referred to herein and made a part hereof, constitutes the entire contract between the parties, and excludes and supersedes any statement or undertaking, oral or written, not included herein. This Agreement cannot be changed, modified, or amended except by a writing signed on behalf of the parties by their duly authorized representatives.

SECTION 14: This Agreement shall be subject to and governed by the laws of the State



SECTION 15: This Agreement shall not be binding on the City and the City shall incur no liability hereunder until the Agreement has been signed by the Mayor and a signed copy delivered to MARTA.

THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

Attest:

Secretary (SEAL)

Chairman of the Board

THE CITY OF ATLANTA, GEORGIA

Attest:

Municipal Clerk (SEAL)

By: _____
BILL CAMPBELL
Mayor

Approved:

Recommended:

Commissioner, Department of Planning,
Development and Neighborhood Conservation

Chief Operating Officer

Commissioner, Department of Public Works

Chief Financial Officer

Approved as to Form:

City Attorney

RCS# 2016
6/19/00
2:32 PM

Atlanta City Council

Regular Session

Consent Agenda Pages (1 - 8)

SEE ATTACHED LISTING OF
ITEMS ADOPTED/ADVERSED
ON CONSENT AGENDA

ADOPT

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 2

Y McCarty	Y Dorsey	Y Moore	Y Thomas
Y Starnes	Y Woolard	Y Martin	Y Emmons
Y Bond	Y Morris	B Maddox	Y Alexander
B Winslow	Y Muller	Y Boazman	NV Pitts

ITEM (S) REMOVED FROM
CONSENT AGENDA
00-O-0795
00-R-0831

PRESIDENT PITTS RECUSED ON 00-
O-0756.

	06/19/00 Council Meeting
ITEMS ADOPTED ON CONSENT AGENDA	ITEMS ADVERSED ON CONSENT AGENDA
1. 00-O-0756* 2. 00-O-0626 3. 00-O-0749 4. 00-O-0760 5. 00-O-0829 6. 00-O-0836 7. 00-O-0709 8. 00-O-0710 9. 00-R-0750 10. 00-R-0817 11. 00-R-0839 12. 00-R-0529 13. 00-R-0813 14. 00-R-0717 15. 00-R-0823 16. 00-R-0841 17. 00-R-0819 18. 00-R-0822 19. 00-R-0828 20. 00-R-0810 21. 00-R-0856	22. 00-R-0796 23. 00-R-0797 24. 00-R-0798 25. 00-R-0799 26. 00-R-0800 27. 00-R-0801 28. 00-R-0802 29. 00-R-0803 30. 00-R-0804 31. 00-R-0805 32. 00-R-0806 33. 00-R-0807 34. 00-R-0808 35. 00-R-0809
	<p>*PRESIDENT PITTS RECUSED ON 00-O-0756.</p>